



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



MAIN OFFICE
2929 RICHARDSON DR.
AUBURN, CA 95603
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION
DRAWER 1710
TAHOE CITY, CA 96145
PH: (530) 581-6300 FAX: (530) 581-6377

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Date: April 22, 2014
Subject: Placer County Sheriff's Office and Nevada County Sheriff's Office
Amendment to the Jail Services Agreement

Action Requested

Approve Amendment No. 6 to the agreement between the Placer County Sheriff's Office and the Nevada County Sheriff's Office for jail services. The Amendment is to extend the term of the agreement for two years beginning July 1, 2014 in the amount of \$396,800 for FY 2014-15 and \$408,700 for FY 2015-16, totaling \$805,500 for both years.

Background

In 2001, your Board approved the initial contract with Nevada County Sheriff's Office to provide jail services. The jail operations at the North Tahoe Substation have closed, with the exception of the court holding facility on a Monday through Friday dayshift basis. All Placer County Sheriff's and California Highway Patrol arrests in Placer County are booked into the Nevada County Sheriff's Truckee Jail after normal business hours and on holidays and weekends. Arrestees who cannot be released or make bail are then transported to the Placer County jail in Auburn for long-term housing. Transportation to and from the Placer County jail continues to be handled by Placer County Sheriff's Office.

The term of this contract amendment will begin on July 1, 2014 for two years with the ability to terminate the contract anytime with 90 days advance written notice. Your Board's approval for this amendment is required.

Fiscal Impact

Funds for this contract have been included in the FY 2014-15 Sheriff's Office Submitted Budget. There is no additional fiscal impact to the General Fund.

CONTRACT REVIEW

CONTACT THE DIVISION OF RISK MANAGEMENT WITH ANY QUESTIONS

Phone: (530) 886-2600 Fax: (530) 886-2609

SUBMITTED BY: JUDY LAPORTE DEPT/DIV: SHERIFF/ADMIN
PHONE: 530 889-6965 FAX: 530-886-3898
CONTACT: VIRGIE VALENZUELA EXT: 5386 DATE: 3-31-14

PLEASE ATTACH A COPY OF THE ENTIRE CONTRACT

CONTRACTOR/VENDOR NAME: NEVADA COUNTY

SUBJECT OF CONTRACT: 6 Amendment for annual renewal of jail Contract services

EXPECTED CONTRACT AMOUNT (\$) \$996,800 FY 2014-15; 408,700 for FY 2015-16

ADDITIONAL INFORMATION/NOTES: 2-year contract amendment.

— FOR RISK MANAGEMENT USE ONLY —

DATE RECEIVED: 3/31/14

☐ REVISIONS REQUIRED AND NOTED
Resubmit Revised Contract to Risk Mgmt.

☒ APPROVED

COMMENTS: _____

DATE RETURNED: 4/1/14

REVIEWED BY: Jim KOTY

EBIX Profile/Contract: ☐ 1 ☐ 1A ☐ 2 ☐ 2A ☐ 3 ☐ 4 ☐ 5 ☒ 6 14

SIXTH AMENDMENT TO CONTRACT BETWEEN NEVADA COUNTY AND PLACER COUNTY

THIS SIXTH AMENDMENT is executed by and between the County of Placer and County of Nevada. Said Amendment will amend the prior agreement between the parties entitled **Agreement for Booking and Jail Services** executed on November 13, 2001 by Nevada County Resolution Number 01-534, first amendment executed on August 10, 2004, by Nevada County Resolution Number 04-347, second amendment executed on July 11, 2006, by Nevada County Resolution Number 06-339, third amendment executed on July 15, 2008, by Nevada County Resolution Number 08-351, fourth amendment executed on July 6, 2010, by Nevada County Resolution Number 10-343, and the fifth amendment executed on May 22, 2012, by Nevada County Resolution Number 12-179.

WHEREAS, the parties desire to amend their agreement to allow or provide for increased fees; and

WHEREAS, this amendment shall extend the term of the Agreement for Booking and Jail Services from July 1, 2014 through June 30, 2016, with the option to renew annually based on mutual written agreement by June 1st of each year; and

WHEREAS, the parties desire the ability and option to review the contract annually with options to increase the contract to reflect actual updated costs or terminate the Agreement; and

NOW, THEREFORE, the parties hereto agree to amend the following paragraphs as follows:

2. Term and Termination

This amendment extends the Agreement from July 1, 2014 through June 30, 2016, provided however, that the term may be renewed under the same terms and conditions upon notice of either party of its intent to renew, which notice shall be in writing and shall be delivered no later than June 1st of any year. Either party shall be entitled to terminate the Agreement at any time without cause by giving the other party ninety (90) days advance written notice of the same. The County of Nevada shall be entitled to terminate the Agreement at any time if the County of Placer is more than sixty (60) days delinquent in making any payments hereunder to the County of Nevada.

4. Compensation

The County of Placer agrees to pay the County of Nevada the sum of \$396,800 (Three Hundred Ninety-Six Thousand Eight Hundred Dollars) for the contract year July 1, 2014 to June 30, 2015 and \$408,700 (Four Hundred Eight Thousand Seven Hundred Dollars) for the contract year July 1, 2015 to June 30, 2016 as set forth in Exhibit A-1 for services. The County of Placer shall continue to pay the County of Nevada on a quarterly basis the sum due herein in equal installments on September 1, December 1, March 1, and June 1 of each year.

For each fiscal year or in the event this Agreement is renewed, on or before April 1st of each year the Placer County Sheriff and the Nevada County Sheriff shall agree on the amount of compensation set forth in a form as indicated in Exhibit A-1. The compensation provided shall be the full compensation for all services provided pursuant to this Agreement. No other fees, including booking fees, shall be imposed for such services.

17. Prison Rape Elimination Policy

Nevada County Sheriff will comply with the Prison Rape Elimination Act of 2003 [PREA] (Federal Law 42 U.S.C. §15601 *et seq.*), and with all applicable final standards and regulations issued pursuant to PREA.

In all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated:

COUNTY OF NEVADA

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Nevada County Sheriff

APPROVED AS TO FORM:

County Counsel, County of Nevada

COUNTY OF PLACER

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Placer County Sheriff-Coroner-Marshal

APPROVED AS TO FORM:

County Counsel, County of Placer

EXHIBIT A-1

1. The County of Placer agrees to pay the County of Nevada the sum of \$396,800 (Three Hundred Ninety-Six Thousand Eight Hundred Dollars) for the contract year July 1, 2014 to June 30, 2015.
2. The County of Placer agrees to pay the County of Nevada the sum of \$408,700 (Four Hundred Eight Thousand Seven Hundred Dollars) for the contract year July 1, 2015 to June 30, 2016.